

**COMPARISON OF
DIP FINANCING PROPOSALS**

Term	CFS	Castlelake
Interest Rate	10% per annum	5% per annum
Default Interest Rate	12% per annum	7% per annum
Closing Fee	2%	None
Exit Fee	3%	None
Break-Up Fee	\$175,000	None
Expense Reimbursement	\$125,000 ¹	None
Priming Liens	Blanket priming lien on all currently owned or after acquired assets and property of the Debtors and their estates (excluding claims under chapter 5 of the Bankruptcy Code).	Only as to: (a) interests of Debtor LP in the oil and gas wells, leases, units and related property rights which comprise the "Lewis-Stewart Lease Interests" (which are to be more fully described in Exhibit A to the Castlelake DIP Term Sheet); and (b) Debtor LLC's accounts receivables and related property and rights. ²
Binding Commitment	Yes	No
Subject to Agreement on Definitive Documentation	No	Yes
Subject to Agreement on DIP Budget	No	Yes
Pending Motions to Lift Stay and To Convert	No	Yes
Waiver of Claims Against Pre-Petition Lenders	No	Yes
Stipulation as to the Extent and Validity of Pre-Petition Lenders Claims and Liens	No	Yes
Restriction on Use of Cash Collateral and DIP Financing to challenge extent, validity and priority of liens and claims of Prepetition Lenders	No	Yes
Required Sale Process/Sale	No	Yes

¹ Expense Reimbursement capped at \$125,000. Debtors only pay actual expenses which may be less.

² Debtor LLC's main receivable is secured by first lien on all of Debtor LP's oil and gas properties. Therefore, by taking priming liens on Debtor LLC's receivables, Castlelake is indirectly taking a priming lien on all of Debtor LP's oil and gas properties.

Milestones		
Maturity Date	April, 2016 ³	August 1, 2015
Mandatory Cash Sweeps	No	Yes
Use of Escrow Account to Fund JIB'S	No	Yes

³ Twelve months from Closing Date (anticipated to occur in April, 2015)